

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

PINNACLE FUEL, LLC,	§	No. 1:22-CV-979-DAE
	§	
Plaintiff,	§	
	§	
vs.	§	
	§	
PURE AVIATION, LLC,	§	
SOUTHSTAR FINANCIAL, LLC, and	§	
CARLO DIMARCO,	§	
	§	
Defendant.		

ORDER: (1) ADOPTING REPORT AND RECOMMENDATION OF THE
MAGISTRATE JUDGE; AND (2) DENYING MOTION TO TRANSFER

Before the Court is a Report and Recommendation (“the Report”) (Dkt. # 45) submitted by United States Magistrate Judge Mark Lane. After reviewing the Report, the Court **ADOPTS** Judge Lane’s recommendations and **DENIES** Defendant Southstar Financial, LLC’s (“Southstar”) Motion to Transfer Venue (Dkt. # 21).

Judge Lane recommended that the Court deny Southstar’s motion to transfer on the basis that the Supply Agreement entered into between Plaintiff Pinnacle Fuel, LLC (“Pinnacle”) and Defendant Pure Aviation, LLC (“Pure Aviation”) is the start of all of the claims in this case, and its forum selection clause should therefore govern. (Dkt. # 45 at 7.) Objections to the Report were

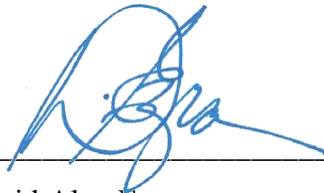
due within 14 days after being served with a copy. No party timely objected to the Report.

Where, as here, none of the parties objected to the Magistrate Judge's findings, the Court reviews the Report for clear error. United States v. Wilson, 864 F.2d 1219, 1221 (5th Cir. 1989). After careful consideration, the Court adopts the Magistrate Judge's Report. The Court finds the Magistrate Judge's conclusion that the motion to transfer venue should be denied is reasonable and absent of clear error. Therefore, the Court determines that the Magistrate Judge's conclusions and recommendations are neither clearly erroneous nor contrary to law.

Accordingly, the Court **ADOPTS** the Magistrate Judge's Report and Recommendation (Dkt. # 45) as the opinion of the Court and **DENIES** Southstar's motion to transfer (Dkt. # 21).

IT IS SO ORDERED.

DATE: Austin, Texas, May 5, 2023.



David Alan Ezra
Senior United States District Judge